Advanced Media Engineering Ltd
2nd Floor, Wear House
Topsham Road, Exeter
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Tel: 01392 824022

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Cyber Essentials Accredited
Registration Number: QGCE 1423

Online Data Backup Specific (in partnership with VSL)– Specific Terms and Conditions

Online Data Backup (in Partnership with VSL) – Specific Terms and Conditions
Version 1.0 – Updated June 2025

1. Definitions

These Specific Terms are to be read in conjunction with the VSL and AME Solutions General Terms and Conditions of Supply. All terms retain their original meanings unless specified below:

- **Customer Order Form**: The order form for Software and/or Services completed by or on behalf of the Customer.
- **Minimum Cancellation Notice Period:** The minimum notice required to terminate the Service (see Clause 4).
- **Minimum Service Period:** The minimum service term (see Clause 4.1).
- **Service:** The Online Data Backup service as per the Customer Order Form and Company literature.
- **Service Period:** The duration of Service provision under this Agreement.
- **AME Solutions:** Advanced Media Engineering Ltd., Company No. 4094349, 2nd Floor Wear House, Topsham Road, Exeter, EX2 7AE.
- **Software:** Backup software provided by VSL under this Agreement.
- **VSL:** Vitanium Systems Limited, Company No. 4976354, 4 Atlantic Square, Station Road, Witham, Essex, CM8 2TL.

2. The Services

2.1 VSL supplies backup services via AME Solutions' private portal.
2.2 Services are provided subject to this Agreement.
2.3 Orders are placed by accepting quotations via email, fax or post.
2.4 AME Solutions will not initiate Service until:
   a. Written acceptance of the order or Service commencement is confirmed, and
   b. Initial payment is received.
2.5 Software may only be copied to evaluate or use the Service; all other use is prohibited.
2.6 The Software is licensed—not owned—for use solely in conjunction with the Service.
2.7 Attempted resale, reverse engineering, or modification of the Software is strictly forbidden.
2.8 The Service must not be used to store content that is indecent, obscene, or illegal.

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2.9 As the platform is shared, misuse affecting other users may result in removal.
2.10 We will use reasonable efforts to maintain service performance and resolve issues promptly.

3. Liability

3.1 AME Solutions and VSL are not responsible for data not successfully transmitted; users must verify backups via log files.
3.2 VSL accepts unlimited liability for death or injury caused by negligence.
3.3 All other liability is limited to the fees paid for the Service.
3.4 This Clause supplements VSL's General Terms, Clause 9.

4. Service Period and Termination

4.1 The Minimum Service Period is 12 months, then continues on a rolling one-month basis.
4.2 A 14-day Minimum Cancellation Notice is required (after the minimum term).
4.3 AME Solutions may terminate with the same notice period at any time thereafter.
4.4 The licence terminates immediately upon:
- a. 30 days of non-payment, or
- b. Insolvency, liquidation, or similar financial distress.

4.5 Upon termination, all Software copies must be deleted and any use ceased. Stored data may be deleted without liability.
4.6 Early customer-initiated termination requires payment for the remaining minimum term based on peak usage rate.
4.7 Additional termination provisions apply as per the General Terms.

5. Charges

5.1 Charges are listed in the quotation/invoice and exclude VAT.
5.2 Payments are due monthly in full.
5.3 A standing order or monthly remittance is required.
5.4 It is the Customer's responsibility to cancel any standing orders upon termination.

6. Notices & Communication

6.1 Customers must maintain accurate contact information.
6.2 Notices will be sent to the last known email or postal address. Postal notices are deemed received in 2 days; emails on the day sent.
6.3 Notices to AME Solutions must be sent via first-class post or emailed to sales@amesolutions.co.uk.

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7. Data Protection and Legal Compliance

7.1 **Legislative Compliance**
Both AME Solutions and VSL comply with the UK GDPR, Data Protection Act 2018, and the Data (Use and Access) Act 2025.
7.2 **Legitimate Interests**
Where data is processed under a recognised legitimate interest (e.g. system security or internal operations), this will be documented and communicated.
7.3 **Children's Data**
The Service is not intended for users under 18. Where data subjects under 18 may be affected, safeguards will comply with the Age-Appropriate Design Code.
7.4 **Your Rights**
Customers may access, correct, or request erasure of their personal data. Requests may be submitted to dataprotection@amesolutions.co.uk and will receive a response within one calendar month.
7.5 **Automation**
Where automation is used (e.g., alerts, scheduling), it will not involve decision-making that significantly affects users without safeguards.
7.6 **Complaints**
Data complaints may be raised with AME Solutions or VSL. If unresolved, the matter may be referred to the ICO (Information Commissioner's Office).
7.7 **Data Retention**
Personal data will only be retained as long as necessary for Service delivery, legal compliance, or internal record-keeping.